



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		5/26/2015			
Department:		Human Resources			
Department Head		Shante' Akafia			
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247					
CAPTION					
To approve and authorize the First Modification to Interlocal Agreement by and between the City of Plano, Texas and the City of Desoto, Texas; authorizing its execution by the City Manager or his authorized designee; and providing and effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15 thru 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	1,000	3,000	4,000
BALANCE		0	1,000	3,000	4,000
FUND(S): GENERAL FUND					
COMMENTS: Approval of this item will result in \$1,000 in annual revenue from the City of DeSoto to the City of Plano for employee training. The estimated annual amount of revenue to be earned in FY2014-15 is \$1,000. The estimated future annual revenue is \$3,000, which will be earned if renewed annually.					
STRATEGIC PLAN GOAL: Providing employee training through an Interlocal Agreement relates to the goal of achieving a Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Interlocal Agreement by and between the City of Plano, Texas and the City of DeSoto, Texas to allow employees of the City of DeSoto, Texas to participate in training classes offered by other city was originally approved by City Council on March 17, 2015. The term of the agreement is being modified to begin on May 1, 2015 and end on April 30, 2016; provided however, each party shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term. (City of Plano Tracking #2015-167-I)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
First Modification of Interlocal Agreement and the Interlocal Agreement					

THE STATE OF TEXAS

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First Modification of Interlocal Agreement
By and Between City of Plano and City of
DeSoto
2015-167-1

COUNTY OF COLLIN

THIS FIRST MODIFICATION OF Interlocal Agreement (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "Plano"), acting by and through its City Manager or his designee, and the **CITY OF DESOTO, TEXAS**, a municipality (hereinafter "DeSoto"). Plano and DeSoto are sometimes collectively referred to as "Cities."

WITNESSETH:

WHEREAS, the City Council approved the Interlocal Agreement with DeSoto on March 17, 2015 (hereinafter "Agreement") for Desoto to participate in Plano Program for Business Productivity education courses (hereinafter "Program"); and

WHEREAS, it is necessary to modify the term of such Agreement as set forth herein in this First Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, section **I. TERM** is hereby modified to read in its entirety as follows:

**"I.
TERM**

The initial term of this Agreement shall begin on May 1, 2015 and end on April 30, 2016; provided however, that each party shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term."

IN WITNESS WHEREOF, this Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

CITY OF DESOTO, TEXAS

Date: 4/27/2015

By: [Signature]
Name: Dr. Tarron Richardson
Title: CITY MANAGER

APPROVED AS TO FORM:

[Signature]
Joe Corfida, CITY ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____
Diane Palmer-Boeck
PURCHASING MANAGER

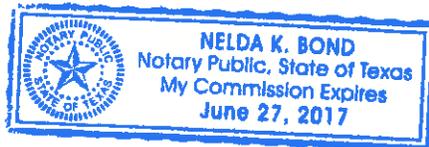
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
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COUNTY OF Dallas §

This instrument was acknowledged before me on the 27th day of April, 2015, by DR. TARRON RICHARDSON, City Manager, of CITY OF DESOTO, TEXAS, a municipality, on behalf of said municipality.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2015, by DIANE PALMER-BOECK, Purchasing Manager, of CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF DESOTO, TEXAS
FOR CITY OF DESOTO EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM
2015-167-I**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and the **CITY OF DESOTO, TEXAS**, a municipality hereinafter referred to as "DeSoto", as follows:

WITNESSETH:

WHEREAS, Plano and DeSoto are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Plano and DeSoto to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, both cities provide Business Productivity education courses ("Program") and desire to extend such Program to employees of both cities; and

WHEREAS, Plano and DeSoto have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the Program will provide employees of both cities with additional knowledge and skills to more effectively serve the citizens.

NOW, THEREFORE, Plano and DeSoto, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
TERM**

The initial term of this Agreement shall begin on April 1, 2015 and end on March 31, 2016; provided however, that each party shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

**II.
THE PROGRAM**

The parties agree that Plano and DeSoto shall offer the business productivity training courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that deviations or modifications in the courses, fees and/or conditions provided for in **Exhibit "A"** may be authorized from time to time by the respective City Manager, or designee, but said authorization must be made in writing and provided pursuant to the Notice provision of this Agreement.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Plano and DeSoto shall each designate a program liaison that will manage program details and work with the other party's program liaison in content and logistics planning. Plano and DeSoto shall provide the other party with reasonably necessary student-employee information for the purpose of registration and documentation. Plano and DeSoto shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of their respective city.
2. Both Plano and DeSoto shall provide curriculum design, program delivery, assembly of program materials, and development of materials for participants for Program courses being presented in their respective cities.

IV.
CONSIDERATION / FEES

- A. In consideration for providing the Program courses as specified in **Exhibit "A"**, each party whose employees receive such training shall pay the city providing the Program services according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Upon delivery of Program services, and presentation of a properly documented invoice, the party receiving the Program services under this Agreement shall promptly, and in any case within thirty (30) days, pay the providing party the full amount of the invoice. All payments for services will be made from current revenues available to the paying party.
- B. Plano and DeSoto recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Plano and DeSoto herein recognize that the continuation of any contract after the close of any given fiscal year of Plano or DeSoto, which fiscal year ends on September 30th of each year, shall be subject to the respective city council approval. In the event that the respective city council does not approve the appropriation of funds for this Program, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V.
TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. The obligation of the parties to pay any and all fees and costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

VI.
RELEASE AND HOLD HARMLESS

Each Party shall accept responsibility for, any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring during the Program or while traveling to or from the Program. Plano, to the extent

allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence and DeSoto, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, Plano and DeSoto agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

VII. NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

City of DeSoto Representative:

Tayo Sokale
Purchasing Manager
City of DeSoto – Financial Services
211 E. Pleasant Run Road
DeSoto, Texas 75115
T 972-230-9685

City of Plano Representative:

Debbie Speed
Training Coordinator
Human Resources Department
City of Plano
1520 Avenue K
Plano, Texas 75074
T 972-941-7217

VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. DeSoto has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**IX.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**X.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

**XIV.
EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF DESOTO, TEXAS

Date: 4/27/2015

By: [Signature]
Name: Dr. Tarron Richardson
Title: CITY MANAGER

APPROVED AS TO FORM:

[Signature]
Joe Gorfida, CITY ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____
Diane Palmer-Boeck
PURCHASING MANAGER

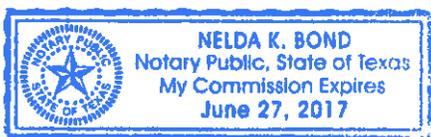
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
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COUNTY OF Dallas §

This instrument was acknowledged before me on the 27th day of April, 2015, by **DR. TARRON RICHARDSON**, City Manager, of **CITY OF DESOTO, TEXAS**, a municipality, on behalf of said municipality.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **DIANE PALMER-BOECK**, Purchasing Manager, of **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Exhibit A

Scope of Services

The City of Plano would like to partner with the City of DeSoto regarding training courses for city employees. This is a mutual agreement whereby either party may offer training to the other city through their respective HR Departments.

Training classes available to the employees include:

Leadership
Management
Customer Service
Diversity
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Full day class = \$110.00
Half day class = \$65.00
2 hour class = \$35.00
1.5 hour class = \$25.00
40 Hr. Conflict Mediation = \$ 335.00
"Leadership for the 21st Century" = \$1650.00

Special Courses:

Conflict Mediation 40 hour certification course. \$300.00 plus manual cost of \$35.00.

7 Habits = \$285.00 plus manual cost of \$125.00

Six month "Leadership for the 21st Century" = \$1650.00

Technology and language courses requiring additional manuals.

Courses taught by Garland McWatters and other instructors having additional materials costs will be noted in the email course announcement to your city.

Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 5 business days notification prior to the start of the class. No shows will be billed.

Courses taught by Garland McWatters and a few other instructors will have a cancellation deadline of two weeks prior to the class. This is due the printing costs of specialized materials. This will be noted in the email course announcement to your city.